

RECORDATION NO. 17914-K FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

JUN 30 '05 3-47 PM
SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

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June 30, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Trust Indenture Supplement No. 2, dated as of June 3, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (GATC Trust No. 92-1C) previously filed with the Board under Recordation Number 17914.

The names and addresses of the parties to the enclosed document are:

Owner Trustee: Wilmington Trust Company, not in its individual capacity but solely as Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Indenture Trustee: J.P. Morgan Trust Company, N.A.
(successor in interest to Bank One, National Association)
One First National Plaza
Chicago, Illinois 60670

Mr. Vernon A. Williams
June 30, 2005
Page 2

A description of the railroad equipment covered by the enclosed document is:

1 railcar ADDED: GATX 063734.

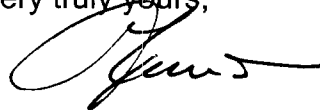
A short summary of the document to appear in the index is:

Trust Indenture Supplement No. 2.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", written over the closing "yours,".

Robert W. Alvord

RWA/anm
Enclosures

TRUST INDENTURE SUPPLEMENT NO. 2
(GATC Trust No. 92-1C)JUN 30 '05
SURFACE TRANSPORTATION BOARD

3-47 PM

This Indenture Supplement No. 2 (GATC Trust No. 92-1C), dated June 3, 2005, (this "Indenture Supplement") of Wilmington Trust Company, not in its individual capacity but solely as trustee the ("Owner Trustee") under the Trust Agreement (GATC Trust No. 92-1C), dated as of July 1, 1992 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and KeyCorp Leasing, a division of Key Corporate Capital Inc., as Owner Participant;

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 92-1C) dated as of July 1, 1992 (the "Indenture"), between the Owner Trustee and J.P. Morgan Trust Company, N.A. successor-in-interest to Bank One, National Association as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe any Replacement Unit by having attached thereto a copy of the Lease Supplement No. 2 relating to such Replacement Unit, and shall specifically mortgage such Replacement Unit to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Replacement Unit described in the copy of the Lease Supplement No. 2 of even date herewith attached hereto and made a part hereof.

NOW, THEREFORE, in order to secure the prompt payment of the principal of and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Replacement Unit described in the copy of the Lease Supplement No. 2 attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement No. 2 of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Indenture.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement No. 2 attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company,
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: **Tira L. Johnson**
Title: **Financial Services Officer**

J.P. Morgan Trust Company,
N.A. successor-in-interest to
Bank One, National Association
as Indenture Trustee

By: _____
Name: _____
Title: _____

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Indenture.

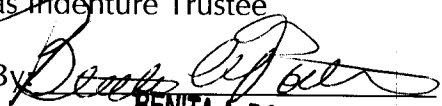
AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement No. 2 attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company,
not in its individual capacity,
but solely as Owner Trustee

By: _____
Name:
Title:

J.P. Morgan Trust Company,
N.A. successor-in-interest to
Bank One, National Association
as Indenture Trustee

By: 
Name: BENITA A. POINTER, CCTS
Title: Assistant Vice President

State of Delaware)
) SS
County of New Castle)

On this 8 day of JUNE, 2005, before me personally appeared Tira Johnson, to me personally known, who being by me duly sworn, say that she/he is OFFICER of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jacqueline Solone
Notary Public

SEAL
My Commission Expires:

JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires Feb. 4, 2007

State of Illinois)
) SS
County of Cook)

On this ____ day of _____, 2005, before me personally appeared _____, to me personally known, who being by me duly sworn, say that she/he is _____ of J.P. Morgan Trust Company, N.A. successor-in-interest to Bank One, National Association that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

State of Delaware)
) SS
County of New Castle)

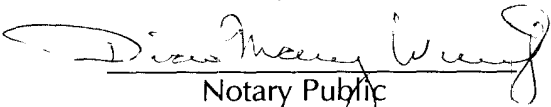
On this ____ day of _____, 2005, before me personally appeared _____, to me personally known, who being by me duly sworn, say that she/he is _____ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

State of Illinois)
) SS
County of Cook)

On this 17th day of June, 2005, before me personally appeared **BENITA A. POINTER, CCTS** to me personally known, who being by me duly sworn, say that she/he is ~~Assistant Vice President~~ of J.P. Morgan Trust Company, N.A. successor-in-interest to Bank One, National Association that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

SEAL
My Commission Expires:



SCHEDULE 1

<u>Description</u>	<u>DOT Class</u>	<u>Car Marking</u>
T106	111A100-W-1	GATX 063734